

CONTRACT PERIOD THROUGH JUNE 30, 2004

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **FENCING: PURCHASE, RENTAL, REPAIR AND NEW
INSTALLATION**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 26, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

LH/cl
Attach

Copy to: Clerk of the Board
Charlie Klenner, Flood Control
Steve Varscsak, Facilities Management
Jim Baker, MCDOT
Stephen Krausnick, MCSO
Laurel Wickersheim, Parks & Recreation
Monica Mendoza, Materials Management

(Please remove Serial 97002-X from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **FENCING: PURCHASE, RENTAL, REPAIR AND
NEW INSTALLATION**

1.0 **INTENT:**

The intent of this Invitation For Bids is to award a commodities and service contract to the most responsive/responsible contractor to provide commercial/industrial fence repairs, fencing materials, fence installation (new and replacement), and fence rental (chain link), on an as-needed basis for various Maricopa County using agencies. This invitation for bid, is to include, but not limited to: wood, chain link, vinyl, razor ribbon, barbed wire, gates (manual and electric), and ornamental iron. This solicitation is not for block fence.

Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 The Contractor shall furnish all necessary labor, tools, equipment, transportation, supervision, and and all effort necessary to complete the specifications herein.

2.2 Service Hours To The County:

2.2.1 BUSINESS HOURS REPAIR, DELIVERY, OR INSTALLATION SERVICE shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding County holidays.

2.2.2 AFTER HOURS REPAIR SERVICE shall be work performed after 6:00 PM and before 6:00 AM the next morning.

2.2.3 WEEKEND AND HOLIDAY REPAIR, DELIVERY, OR INSTALLATION SERVICE shall be work performed during Saturday, Sunday or during any County holiday.

2.3 Response Times:

2.3.1 Response time to all BUSINESS HOURS repair service work shall be within six (6) hours on-site after Contractor receives request from the County department, with the exception of an emergency request that occurs during BUSINESS hours, which shall be two (2) hours. The six hour response time shall carryover the next working day if called into Contractor's office after 12:00 Noon.

2.3.2 AFTER HOURS and WEEKENDS/HOLIDAY repair request shall have a four (4) hour response time.

2.4 Trip Charges:

Trip charges are allowed when the contractor arrives on site and is unable to locate someone who knows anything of the call, sometimes referred to as a dead-end call --or-- the contractor examines the problem and nothing is found to be wrong and therefore actual labor is not initiated. Should this be the case, only the trip charge is allowed, no labor charges shall be imposed on the County. Combination of trip charges and labor rates are not allowed if the service call is legitimate and actual fence work is initiated (Exceptions: if outside the 25-mile radius).

2.5 Service Calls Outside the 25-mile Radius:

An imaginary circular boundary, with Materials Management Department, 320 W. Lincoln St., Phoenix, AZ, as the center point, within a radius of twenty-five (25) miles from this point will be considered the normal geographical service area, regardless as to where the technician is traveling from.

Services performed outside of the 25-mile radius will be allowed a trip charge PLUS a labor rate to cover the contractor's travel time. This service rate shall commence when contractor's staff

arrives at the 25-mile boundary, completes the job, and ends when again arriving at the 25-mile boundary. Mileage charges are not allowed.

2.6 Fence Rental:

Rentals shall be for chain link panels and ancillary components. Rental fees shall be priced per foot, per month. Separate pricing to include delivery, set-up and eventual takedown and removal from site. Any fence rented by the County that incurs damage (other than damage caused by the County) will be repaired or replaced by the Contractor at no additional cost to the County. Damaged caused by County will be repaired or replaced at prevailing rates as bid in Attachment A, PRICING.

Rental fence placed by the Contractor for the County that turns-up up missing/stolen shall be replaced immediately and the cost of such replacement incurred by the County. This would include the cost of the panel, and labor to re-install.

Should the using agency request a rented fence agreement be terminated prior to the end of the prevailing month, the billing shall be prorated to a daily rate for that month and so noted on the invoice.

2.7 Gate Repairs:

Gate types are sliding (chain link and tube steel type), swing (chain link and tube steel type), and gate arm, operated either manually or electrically. Electronic card access types shall not be part of this contract.

2.8 PROJECT WORK AND TIME AND MATERIALS:

2.8.1 Project work shall mean work performed on major fence work, which, in the best interest of the County, would be more advantageous to be performed as "all inclusive" as opposed to time and materials. The contractor assigned to this contract shall meet with the County agency at the site and ascertain what work and materials will be required. All additional labor charges outside the Scope Of Work are those established in Attachment A, PRICING.

2.8.2 After site review of the project, the Contractor must submit the project quote sheet back to the County requestor.

2.8.3 The submitted project price quote shall be all-inclusive. The Contractor shall absorb any cost overruns; or cost savings shall be additional profit. Exceptions shall be changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by the County user agency prior to any authorization to proceed. Contractor failing to acquire change orders in writing run the risk of incurring these additional costs without payment.

2.8.4 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work. It is not necessary to list parts/components when billing as a project. One all inclusive price plus applicable tax as stated above.

2.8.5 The project quote sheet will contain the following information:

The contract serial number;
Name and address of site;
Detailed scope of work,
Line item, project cost,
Deadlines for quote delivery,

If the contractor utilizes his or her own project quote sheet, ALL TERMS AND CONDITIONS SHALL BE DELETED FROM THEIR QUOTE SHEET, AND THERE SHALL BE NO REQUIRED SIGNATURE line. The reason for this is the terms and conditions are those established under this agreement, not what the contractor has on his/her quote sheet. For signature requirements, only the Board of Supervisors is

authorized to bind the County, not a County employee. The County agency may use a quote sheet under their letterhead in place of the Contractor's quote sheet signed by the County staff and the Contractor.

2.8.6 Acceptance of the project from the County shall be verbal, or on County letterhead from the County agency, with a notice to proceed letter.

2.8.7 Contractors shall be compensated for additional work requested that is not detailed in the scope at labor rates bid in Attachment A, PRICING.

2.8.8 Time And Materials, Labor Hour Quotes:

The Contractor, when submitting a quote to perform a T&M task, shall use his/her quote as an "estimate" (Note: the same rules apply as stated above – all terms and conditions are to be deleted and no signature required). The County will monitor the Contractor's time, ensuring hours spent on each job is verifiable. Only actual hours on the job shall be billed. Exceptions are "project quotes", wherein one price is all-inclusive to perform an entire job.

If additional labor, material, and/or repairs are needed after the estimate sheet has been authorized and the actual work has started, the vendor must immediately notify the County's designated representative Prior to performing the additional work and receive Authorization to continue at additional cost. Failure to comply with the above stated conditions shall result in the vendor assuming all responsibility and it will exempt Maricopa County from any explicit or implied responsibility for any liability or additional costs incurred by such action.

Time charged shall be for one fence technician only. If additional fence technicians are necessary, must be pre-approved by the County. Any exceptions are at Contractor's cost.

2.9 Invoicing:

All invoicing for time and materials/rental shall be sent to the County user agency that has requested the services of the Contractor. All T & M invoicing MUST include:

Purchase order number (or if P-card is used, so noted in P.O. field);
Terms as bid;
Contract serial number;
Job site name and address;
Description of work performed (either "repairs" or "fence rentals");
Itemized parts description and quantities;
Price of parts (if any);
Total labor hours (MUST delineate if 'after hours' or 'Sunday/holiday' rates are billed);
Labor charges as bid;
Applicable sales tax on parts;
Grand total of invoice.

In order to facilitate necessary audit procedures, Maricopa County may require the vendor to supply copy(s) of time sheets or documents that itemize or substantiate actual labor hours invoiced to Maricopa County.

2.10 Invoicing for project work must contain:

Contract serial number;
Purchase order number (If used);
Terms as bid;
Description of work performed;
Location of job site and agency;
Project cost as quoted;
Applicable construction tax if required (65% of retail tax rate);
Grand total.
Attached to the invoice must be the project quote sheet and all change orders.

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

- 2.11 Tax:
Taxes shall be imposed on fence materials and supplies purchased by the County. Fence rental is not a purchase, therefore sales tax is not allowed. No tax shall be levied against labor (exceptions: projects). Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price. No tax shall be levied for rental fees.
- 2.12 Contractor's firm must be in the business of fence materials and installation a minimum five (5) years, and completely familiar with the specified requirements and methods needed for proper performance of this contract. Contractor must have a minimum of three (3) fully stocked service vehicles. Proof of these requirements must accompany bid package. As part of the County's due diligence, these requirements shall be verified by the County via a formal inspection after bid submittals and prior to bid award.
- 2.13 ACCEPTANCE:
Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.
- 2.14 STOCK:

The Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.
- 2.15 INSTALLATION:

The Contractor's price shall include delivery and setup in complete operating condition.
- 2.16 WARRANTY:

The minimum warranty period shall be twelve(12) months for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency.
- 2.17 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.
- 2.18 SAMPLES:

Contractors may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within three (3) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids.
- 2.19 WAREHOUSE/DISTRIBUTION CENTER:

The Contractor shall have access to a local warehouse/distribution center with the Phoenix metropolitan area capable of providing the goods listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to ensure compliance with terms and conditions of the Invitation for Bids.

2.20 MATERIALS MAINTENANCE:

The Contractor shall provide for maintenance of Materials supplied under this Contract upon installation of equipment

2.21 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.22 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two sets of catalogs/pricing documents shall accompany any additional pricing offered.

2.23 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 2.23.1 One (1) original and one (1) copy of all submissions is MANDATORY
- 2.23.2 Pricing pages, MANDATORY
- 2.23.3 Copies of Catalogs/Pricing Documents MANDATORY
- 2.23.4 Literature, Technical and Descriptive, MANDATORY
- 2.23.5 Vendor Information, MANDATORY
- 2.23.6 Agreement page, MANDATORY
- 2.23.7 References MANDATORY
- 2.23.8 Bid Bond (if required)

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a two (2) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

3.4 SHIPPING:

Bid prices shall be made F.O.B. destination to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

3.5 SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

3.6 TESTING:

Unless otherwise specified, Materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the Materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the Materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the Materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

3.7 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 3.7.1 Documentation from the manufacturer that the product of model has been discontinued.
- 3.7.2 Documentation that names the replacement product or model.
- 3.7.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 3.7.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 3.7.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

3.8 ORDERING AUTHORITY

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.**

3.9 INDEMNIFICATION AND INSURANCE:

3.9.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.9.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.9.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the

liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.9.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.9.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.9.3 Certificates of Insurance.

3.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.3.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.9.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.9.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.10 FAILURE TO EXECUTE:

Upon failure of the successful Contractor to execute the contract, the bid security shall be forfeited to the County, not as a penalty but as liquidated damages to offset the cost to the County of conducting another invitation for bids. Contractor acknowledges that the County's loss as a result of the Contractor's failure to execute a contract would be difficult to determine, and that the value of the bid security is a fair and reasonable estimate of what those damages might be.

3.11 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.12 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.13 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:
MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

LARRY HALL, PROCUREMENT CONSULTANT, 602-506-8715
lhall@mail.maricopa.gov

Technical telephone inquiries shall be addressed to:

STEVE VARSCSAK ,Facilities Management, (602) 506-8198

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the PPI for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person

significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

AMERICAN FENCE & SECURITY INC, 2502 N 27TH AVENUE, PHOENIX, AZ 85009

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES ☒ NO ☐

ACCEPT PROCUREMENT CARD: YES ☒ NO ☐

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES ☐ NO ☐ %

REBATE ☐ (If the County uses the procurement card, can we still receive a discount?) (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES ☐ NO ☒ % DISCOUNT ☐

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES ☒ NO ☐

PRICING SHEET **C566002 / B0604796**

PRICING:

BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

Maricopa County requests blanket pricing in accordance with manufacture or company published price list or catalog.

<u>Manufacturer/Company</u>	<u>Date of Last</u>	<u>Price Column to be Used</u>
<u>Published Price List or Catalog</u>	<u>Catalog</u>	<u>(i.e., List, Jobber, etc.)</u>
<u>American Fence</u>	<u>3/12/02</u>	<u>Contract</u>
		<u>0% (Already Discounted)</u>

Labor:

This rate for general fence repairs and services.

Normal Business Hours: \$ 350.00/flat rate (2 hr minimum) \$ 4.75 per ft. (after 2 hr. min.)

After Hours: \$ 400.00/flat rate (2 hr minimum) \$ 6.00 per ft. (after 2 hr. min.)

Weekends, Holidays: \$ 400.00/flat rate (2 hr minimum) \$ 6.00 per ft. (after 2 hr. min.)

Gate Repairs:

Normal Business Hours: \$ 49.50 /per hr./per man

After Hours: \$ 75.00 /per hr./per man

Weekends, Holidays: \$ 75.00 /per hr./per man

Trip Charges: \$ 250.00 /flat rate (see 2.4)

Rental:

(for chain link panels)

Up to 600 feet: \$.30 /per foot, per month

601-1800 feet: \$.25 /per foot, per month

Over 1800 feet: \$.20 /per foot, per month

In/out charges: \$ 1.00 /per occurrence

This charge for labor paid up front for delivery and install, and billed again after subsequent removal

AMERICAN FENCE & SECURITY INC, 2502 N 27TH AVENUE, PHOENIX, AZ 85009

Addition Rental Fees:

Trip Charge	<u>\$ 175.00</u>	/trip
Relocate	<u>\$ 175.00</u>	/hour
Reset	<u>\$ 175.00</u>	/hour
Partially damaged panel	<u>\$ 50.00</u>	
Totally damaged panel	<u>\$ 100.00</u>	
Hand carry to site	<u>\$ 4.00</u>	/panel

Terms: NET 30

Federal Tax ID Number: 86-0848549

Vendor Number: 860848549

Telephone Number: 602/272-2333

Fax Number: 602/278-6068

Contact Person: Rita Bicheler (2320)

E-mail Address: rita.bicheler@americanfence.com

Company Web Site: www.americanfence.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2004**.

BROWNS CUSTOM FENCE, 3215 S7TH STREET #12, PHOENIX, AZ 85040

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES ☒ NO ☐

ACCEPT PROCUREMENT CARD: YES ☒ NO ☐

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES ☐ NO ☒ %

REBATE (If the County uses the procurement card, can we still receive a discount?) (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES ☒ NO ☒ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES ☒ NO ☐

PRICING SHEET **C566002 / B0604796**

PRICING:

BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

Maricopa County requests blanket pricing in accordance with manufacture or company published price list or catalog.

Manufacturer/Company <u>Published Price List or Catalog</u>	<u>Date</u> of Last <u>Catalog</u>	Price Column to be Used (i.e., List, Jobber, etc.)	Cost Plus %
Attached	1/2/02	as shown	Ø

Labor:

This rate for general fence repairs and services.

Normal Business Hours:	<u>\$120.00</u> /flat rate (2-hr minimum)	<u>\$48.00</u> per ft. (after 2-hr. min.) Per man hr.
After Hours:	<u>\$155.00</u> /flat rate (2-hr minimum)	<u>\$67.00</u> per ft. (after 2-hr. min.) Per man hr.
Weekends, Holidays:	<u>\$155.00</u> /flat rate (2-hr minimum)	<u>\$67.00</u> per ft. (after 2-hr. min.) Per man hr.

Gate Repairs:

Normal Business Hours:	<u>\$ 48.00</u> /per hr.
After Hours:	<u>\$ 67.00</u> /per hr.
Weekends, Holidays:	<u>\$ 67.00</u> /per hr.

Trip Charges: \$175.00 /flat rate (see 2.4)

Rental:

Description	UOM	PRICE	TYPE
ALUMNUM HOG RING 9GA	LB	3.26	Accessory
ALUMINUM TIE 10-1/2 9 GA	EA	0.06	Accessory
ALUMINUM TIE 6-1/2 9GA 13	EA	0.05	Accessory
ALUMINUM TIE 8-1/4 9GA 16	EA	0.05	Accessory
STEEL HOG RING 9GA	LB	1.67	Accessory
STEEL TIE 10-1/2 12GA	LB	0.05	Accessory
STEEL TIE 6-1/2 12GA	LB	0.03	Accessory

BROWNS CUSTOM FENCE, 3215 S7TH STREET #12, PHOENIX, AZ 85040

STEEL TIE 7-1/2 12GA	LB	0.04	Accessory
STEEL TIE 7-1/2 9GA	LB	0.06	Accessory
STEEL TIE 8-1/2 12GA	LB	0.04	Accessory
STEEL TIE 8-1/2 9GA	LB	0.06	Accessory
TENSION WIRE 9 GA	FT	0.10	Accessory
COIL SPRING 1.2 ZINC COIL 7GA	RL	68.40	Accessory
CHAIN LINK 2X11GA 3 KK GBW	ROLL	33.40	Chain Link
CHAIN LINK 2X11GA 4 KK GBW	ROLL	42.15	Chain Link
CHAIN LINK 2X11GA 5 KK GBW	ROLL	53.10	Chain Link
CHAIN LINK 2X11GA 6 BK GBW	ROLL	64.80	Chain Link
CHAIN LINK 2X11GA 7 BK GBW	ROLL	79.40	Chain Link
CHAIN LINK 2X11GA 8 BK GBW	ROLL	91.48	Chain Link
CHAIN LINK 2X11GA 10 BK GBW	ROLL	113.80	Chain Link
CHAIN LINK 2X11GA 12 BK GBW	ROLL	154.05	Chain Link
CHAIN LINK 2X9GA 3 KK GBW	ROLL	51.60	Chain Link
CHAIN LINK 2X9GA 4 KK GBW	ROLL	68.00	Chain Link
CHAIN LINK 2X9GA 5 KK GBW	ROLL	87.50	Chain Link
CHAIN LINK 2X9GA 6 BK GBW	ROLL	98.00	Chain Link
CHAIN LINK 2X9GA 6 KK GBW	ROLL	98.00	Chain Link
CHAIN LINK 2X9GA 7 BK GBW	ROLL	114.60	Chain Link
CHAIN LINK 2X9GA 8 BK GBW	ROLL	128.50	Chain Link
CHAIN LINK 2X9GA 10 BK GBW	ROLL	165.10	Chain Link
CHAIN LINK 2X9GA 12 BK GBW	ROLL	197.50	Chain Link
CHAIN LINK ROLL 6 12-1/2GA GAW BK CL	ROLL	49.12	Chain Link
BARB ARM 1-7/X1-5/8 1 PC 45 DEG	EA	2.13	Fitting
BARB ARM 1-7/X1-5/8 1 PC 45 DEG	EA	2.12	Fitting
BARB WIRE 2 PT	RL	42.10	
BARB WIRE 4 PR DOMESTIC	RL	48.30	
RAZOR RIBBON 18"X50'	RL	34.00	
RAZON RIBBON 24"X50'	RL	79.46	
BRACE BAND 1-3/8	EA	0.21	Fitting
BRACE BAND 1-5/8	EA	0.22	Fitting
BRACE BAND 1-7/8	EA	0.25	Fitting
BRACE BAND 2-3/8	EA	0.27	Fitting
BRACE BAND 2-7/8	EA	0.32	Fitting
BRACE BAND 4	EA	0.74	Fitting
BRACE BAND 6-5/8X1/8X1	EA	2.07	Fitting
BRACE BAND 8-5/8X1/8X1	EA	2.91	Fitting
CAP 1-3/8 ALUMINUM	EA	0.32	Fitting
CAP 1-3/8 PS	EA	0.93	Fitting
CAP 1-5/8 PS	EA	0.72	Fitting
CAP 1-7/8 ALUMINUM	EA	0.00	Fitting
CAP 1-7/8 PS	EA	0.82	Fitting
CAP 2-3/8 ALUMINUM	EA	0.60	Fitting
CAP 2-3/8 PS	EA	1.03	Fitting

BROWNS CUSTOM FENCE, 3215 S7TH STREET #12, PHOENIX, AZ 85040

CAP 2-7/8 ALUMINUM	EA	0.83	Fitting
CAP 2-7/8 PS	EA	1.40	Fitting
CAP 4 PS	EA	2.47	Fitting
CAP 6-5/8CAST IRON	EA	8.70	Fitting
CAP 8-5/8 CAST IRON	EA	18.03	Fitting
CARRIAGE BOLT W/NUT 3/8X1-1/4	EA	0.13	Fitting
CARRIAGE BOLT W/NUT 5/16X1-1/4	EA	0.07	Fitting
CORNER ARM 2-3/8PS	EA	11.65	Fitting
CORNER ARM 2-7/8 PS	EA	12.30	Fitting
CORNER ARM 4PS	EA	17.12	Fitting
EYETOP 1-7/8X1-5/8 PS STD	EA	1.38	Fitting
EYETOP 2-3/8X1-5/8 PS STD	EA	1.66	Fitting
EYETOP 2-7/8X1-5/8 PS STD	EA	2.87	Fitting
EYETOP 4X1-5/8 PS STD	EA	5.52	Fitting
OFFSET HINGE 2-3/8 180 DEG PS	EA	8.23	Fitting
OFFSET HINGE 2-7/8 180 DEG PS	EA	8.28	Fitting
OFFSET HINGE 4180 DEG PS	EA	8.85	Fitting
OFFSET HINGE 6-5/8 180 DEG PS	EA	18.30	Fitting
OFFSET HINGE 8-5/8 180 DEG PS	EA	56.91	Fitting
PLATE 6X6X1/4 GA	EA	3.25	Fitting
PLATE 6X6X1/4UNGA	EA	2.61	Fitting
PLATE 8X8X1/4 GA	EA	7.07	Fitting
PLATE 8X8X1/4UNGA	EA	4.56	Fitting
RAIL CLAMP 1-7/8X1-5/8 LINE	ST	1.33	Fitting
RAIL CLAMP 2-3/8X1-5/8 LINE	ST	1.35	Fitting
RAIL CLAMP 2-7/8X1-5/8 LINE	ST	1.71	Fitting
RAIL CLAMP 4X1-5/8 LINE	ST	3.08	Fitting
RAIL END 1-3/8 ALUMINUM	EA	0.37	Fitting
RAIL END 1-5/8 2 HOLE PS	EA	1.64	Fitting
RAIL END 1-5/8 ALUMINUM	EA	0.72	Fitting
RAIL END 1-5/8 PS	EA	1.13	Fitting
RAIL END 1-7/8 PS	EA	1.36	Fitting
SLEEVE 1-5/8X6	EA	0.71	Fitting
SLEEVE 1-7/8X6	EA	1.00	Fitting
TENSION BAND 1-3/8	EA	0.16	Fitting
TENSION BAND 1-5/8	EA	0.18	Fitting
TENSION BAND 1-7/8	EA	0.19	Fitting
TENSION BAND 2-3/8	EA	0.22	Fitting
TENSION BAND 2-7/8	EA	0.27	Fitting
TENSION BAND 4	EA	0.57	Fitting
TENSION BAND 6-5/8X1/8X1	EA	2.19	Fitting
TENSION BAND 8-5/8X1/8X1	EA	2.61	Fitting

BROWNS CUSTOM FENCE, 3215 S7TH STREET #12, PHOENIX, AZ 85040

TENSION BAR 3/16X3/4X118	EA	3.84	Fitting
TENSION BAR 3/16X3/4X142	EA	4.59	Fitting
TENSION BAR 3/16X3/4X34	EA	1.16	Fitting
TENSION BAR 3/16X3/4X40	EA	1.34	Fitting
TENSION BAR 3/16X3/4X46	EA	1.53	Fitting
TENSION BAR 3/16X3/4X58	EA	1.95	Fitting
TENSION BAR 3/16X3/4X70	EA	2.14	Fitting
TENSION BAR 3/16X3/4X82	EA	2.69	Fitting
TENSION BAR 3/16X3/4X94	EA	2.99	Fitting
TENSION BAR 3/16X3/4X34	EA	0.92	Fitting
TENSION BAR 3/16X3/4X40	EA	1.08	Fitting
TENSION BAR 3/16X3/4X46	EA	1.19	Fitting
TENSION BAR 3/16X3/4X58	EA	1.47	Fitting
TENSION BAR 3/16X3/4X70	EA	1.77	Fitting
CENTER STOP MALLEABLE	EA	12.62	Gate Ftg
DOUBLE WHEEL ASSY 6 INDUSTRIAL	EA	29.28	Gate Ftg
DOUBLE WHEEL ASSY 8 INDUSTRIAL	EA	37.01	Gate Ftg
FORK LATCH 1-7/8X2-3/8 MALL	EA	7.32	Gate Ftg
FORK LATCH 1-7/8X2-7/8 MALL	EA	7.36	Gate Ftg
FORK LATCH 1-7/8X4 MALL	EA	8.77	Gate Ftg
GATE KEEPER MALLEABLE	EA	7.21	Gate Ftg
PANEL CLAMP 1-3/8X1-3/8	EA	0.82	Gate Ftg
PANEL CLAMP 1-5/8X1-5/8	EA	1.17	Gate Ftg
PANEL CLAMP 1-7/8X1-7/8	EA	1.30	Gate Ftg
PANEL CLAMP 2-3/8X1-5/8	EA	1.68	Gate Ftg
SAFE - T REAR WHEEL 5' W/BRKT ASSY MI	EA	34.95	Gate Ftg
SFE - T REAR WHEEL 5' W/VRKT ASSY PS	EA	18.65	Gate Ftg
TRACK BRACKER 1-5/8X1-7/8 SAFE T LINE	EA	5.91	Gate Ftg
TRACK BRACKER 2-3/8X2-7/8 SAFE T LINE	EA	6.06	Gate Ftg
TRUSS ROD 3/8 Z12 THREADED	EA	4.16	Gate Ftg
TRUSS TIGHTENER INDUSTRIAL	EA	0.8	Gate Ftg
CEMENT PORTLAND 95	BAG	6.75	Misc
CONCRETE PREMIX 80	BAG	2.07	Misc
RAPID ROCK	5 GA	32.58	Misc
T POST SR 5 1.33	EA	3.56	Misc
T POST SR 6 1.33	EA	3.51	Misc
T POST SR 7 1.33	EA	3.98	Misc
T POST SR 8 1.33	EA	4.43	Misc
PIPE TUBING 1-3/8 16GA	FT	0.51	Pipe
PIPE TUBING 1-5/8 16GA	FT	0.64	Pipe
PIPE TUBING 1-7/8 16GA	FT	0.78	Pipe
PIPE TUBING 2-3/8 16GA	FT	1.02	Pipe
PIPE 1-5/8 SS20	FT	0.86	Pipe
PIPE 1-7/8 SS20	FT	1.08	Pipe
PIPE 2-3/8 SS20	FT	1.42	Pipe

BROWNS CUSTOM FENCE, 3215 S7TH STREET #12, PHOENIX, AZ 85040

PIPE 2-7/8 SS20	FT	1.92	Pipe
PIPE 1-5/8 SS40	FT	1.02	Pipe
PIPE 1-7/8 X6 SS40	EA	7.84	Pipe
PIPE 1-7/8 X 7 SS40	EA	9.26	Pipe
PIPE 1-7/8 X 8 SS40	EA	10.61	Pipe
PIPE 1-7/8 X 10 SS40	EA	13.96	Pipe
PIPE 1-7/8 X 21 SS40	EA	27.30	Pipe
PIPE 1-7/8 X 24 SS40	EA	31.68	Pipe
PIPE 2-3/8 X 6 SS40	EA	10.30	Pipe
PIPE 2-3/8 X 7 SS40	EA	12.10	Pipe
PIPE 2-3/8 X 8 SS40	EA	13.80	Pipe
PIPE 2-3/8 X 10 SS40	EA	17.90	Pipe
PIPE 2-3/8 X 12 SS40	EA	21.86	Pipe
PIPE 2-3/8 X 14 SS40	EA	25.40	Pipe
PIPE 2-3/8 X 16 SS40	EA	31.94	Pipe
PIPE 2-3/8 X 21 SS40	EA	36.40	Pipe
PIPE 2-3/8 X 24 SS40	EA	42.72	Pipe
PIPE 2-7/8 X 6 SS40	EA	16.24	Pipe
PIPE 2-7/8 X 7 SS40	EA	18.90	Pipe
PIPE 2-7/8 X 8 SS40	EA	22.40	Pipe
PIPE 2-7/8 X 9 SS40	EA	28.40	Pipe
PIPE 2-7/8 X 10 SS40	EA	28.40	Pipe
PIPE 2-7/8 X 12 SS40	EA	40.00	Pipe
PIPE 2-7/8 X 14 SS40	EA	48.24	Pipe
PIPE 2-7/8 X 16 SS40	EA	59.00	Pipe
PIPE 2-7/8 X 21 SS40	EA	68.00	Pipe
PIPE 2-7/8 X 24 SS40	EA		Pipe
		26.80	
PIPE 4 X 6 SS40	EA	31.60	Pipe
PIPE 4 X 7 SS40	EA	36.84	Pipe
PIPE 4 X 8 SS40	EA	47.44	Pipe
PIPE 4 X 10 SS40	EA	55.92	Pipe
PIPE 4 X 12 SS40	EA	65.10	Pipe
PIPE 4 X 14 SS40	EA	81.00	Pipe
PIPE 4 X 16 SS40	EA	97.20	Pipe
PIPE 4 X 21 SS40	EA	109.50	Pipe
PIPE 4 X 24 SS40			
		10.62	
PIPE 6-5/8 SCH40	FT	21.40	Pipe
PIPE 8-5/8 SCH40	FT		Pipe
GATES WITH BARBED WIRE 11 GA	SQFT	4.50	GATE
GATES WITHOUT BARBED WIRE 11GA	SQFT	4.35	GATE
17/8 FRAME			
GATES WITH BARBED WIRE 9GA	SQFT	5.05	GATE
GATES WITHOUR BARBED WIRE 9GA	SQFT	4.90	GATE
17/8 FRAME			
GATES ARE FRAMES AND FABRIC ONLY- NEED TO ADD FOR HARDWARE			

BROWNS CUSTOM FENCE, 3215 S7TH STREET #12, PHOENIX, AZ 85040

TUBE STEEL FENCE AND GATES

See attached drawings and specifications

MODERN PANEL 10' X 6'	EA	120.00	0
REGAL PANEL 10' X 6'	EA	125.00	
ARISTOCRAT PANEL 10' X 6'	EA	130.00	
GUARDIAN PANEL 10' X 8'		180.00	
SQUARE TUBE POSTS			
4" X 10' 11GA WITH CAP	EA	55.70	
4" X 8' 11GA WITH CAP	EA	50.56	
3" X 10' 11GA WITH CAP	EA	44.00	
3" X 8' 11GA WITH CAP	EA	40.20	
2" X 8' 11GA WITH CAP	EA	30.00	
TUBE STEEL GATES			
MODERN 6' HIGH	LF	55.00	
REGAL 6' HIGH	LF	56.00	
ARISTOCRAT 6' HIGH	LF	58.00	
GUARDIAN 8' HIGH	LF	65.00	
GATES ARE FRAMES ONLY -- ADD FOR HARDWARE			
TEMPORARY FENCE CHARGES - MONTH TO MONTH			
UP TO 500LF		1.10LF (250.00 MINIMUM)	
501 TO 1000LF		.95LF	
OVER 1000LF		.85LF	
RELOCATE FENCE		.68LF (\$225.00 MINIMUM)	
PER FOOT PRICES INCLUDE IN AND OUT CHARGE			
TEMPORARY FENCE 6 MONTH MINIMUM RENTALS			
UP TO 500LF		2.17LF (250.00 MINIMUM)	
501 TO 1000LF		1.94LF	
OVER 1000LF		1.72LF	

PRICES INCLUDE IN AND OUT CHARGE

THERE IS AN ADDITIONAL \$225.00 CHARGE FOR EARLY REMOVAL ON 6 MONTH
RENTALS.

AFTER 6 MONTH RENTAL, A MONTH TO MONTH CHARGE MAY BE STARTED OR
AN ADDITIONAL 6 MONTH RENTAL AGREEMENT

This charge for labor paid up front for delivery and install, and billed again after subsequent removal

BROWNS CUSTOM FENCE, 3215 S7TH STREET #12, PHOENIX, AZ 85040

Terms:	NET 30
Federal Tax ID Number:	86-0849552
Vendor Number:	860849552
Telephone Number:	602/243-0993
Fax Number:	602/243-2778
Contact Person:	Courtney Forsgren
E-mail Address:	cforsgren@bcfence.com
Company Web Site:	www.bcfence.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2004 .